

# UNOFFICIAL COPY



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This instrument was prepared by  
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500 Skokie Boulevard, Suite 350  
Northbrook, Illinois 60062

Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 06/20/2003 04:23 PM Pg: 1 of 4



## FIRST AMENDMENT TO MORTGAGE

**THIS FIRST AMENDMENT TO MORTGAGE**, made this 22 day of May, 2003 by and between LaSalle Bank National Association not personally but solely as Trustee under Trust Agreement dated December 5, 2002 and known as Trust Number 130541 (hereinafter referred to as "Mortgagor"), and Finan\$co Associates, Ltd., whose principal office is at 1400 Northwest Highway, Park Ridge, Illinois 60068 (hereinafter referred to as "Mortgagee").

### WITNESSETH

**WHEREAS**, Mortgagor and Rafael Lozada (hereinafter collectively referred to as "Obligors"), were justly indebted to the Mortgagee on a certain loan ("Loan") in the principal amount of TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000.00) evidenced by a certain original note of the Obligors dated December 27, 2002, made payable to the order of and delivered to the Mortgagee (the "Note"), in and by which said Note the Obligors promised to pay the said principal sum and interest at the rate or rates and in installments as provided in said Note, and with a final payment of principal and interest, if not sooner paid, on December 31, 2003; and

**WHEREAS**, Mortgagee has made additional advances to Mortgagor and Obligors and has increased the Loan in the amount of TWELVE THOUSAND ONE HUNDRED DOLLARS (\$12,100.00) thereby increasing the principal amount of the Loan to THREE HUNDRED TWO THOUSAND ONE HUNDRED DOLLARS (\$302,100.00) and the principal amount of a Replacement Promissory Note to THREE HUNDRED TWO THOUSAND ONE HUNDRED DOLLARS (\$302,100.00); and

**WHEREAS**, in all other respects, each and every term and condition of the Mortgage made the 27<sup>th</sup> day of December, 2002 is to remain in full force and effect.

**NOW, THEREFORE**, the Mortgage is amended to increase the secured payment of principal and the indebtedness from TWO HUNDRED NINETY THOUSAND (\$290,000.00) to THREE HUNDRED TWO THOUSAND ONE HUNDRED

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(\$302,100.00) and interest thereon in accordance with the terms, provisions and limitations of this First Amendment to Mortgage and of the Replacement Promissory Note and the performance of the covenants and agreements contained in the Mortgage and this First Amendment to Mortgage to be performed and the additional obligations described in the Mortgage.

In consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, the Mortgagor does by these premises amend the Mortgage dated the 27<sup>th</sup> day of December 2002 as hereinabove set forth.

In all other respects, the Mortgage dated December 27, 2002, as to each and every term and condition, shall remain in full force and effect.

EXCULPATORY. This First Amendment to Mortgage is executed by LaSalle Bank National Association not personally but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on LaSalle Bank National Association personally to pay the Note or any interest that may accrue thereon, or any indebtedness occurring hereunder, or to perform any covenant, either express or implied herein contained, except the warranty contained in this exculpatory Section, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Mortgagee's right to foreclosure thereof, or construed in any way so as to limit any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Note or other indebtedness due Mortgagee out of the security given therefore.

LASALLE BANK NATIONAL ASSOCIATION  
not individually but solely as trustee  
under trust agreement dated December 5,  
2002 and known as trust number 130541

By: Nancy A. Carlen  
Its: Trust Administrator  
Asst Vice President

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STATE OF ILLINOIS         )  
  ) SS  
COUNTY OF COOK         )

I, the undersigned Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Nancy A. Carlin personally known to me and known by me to be of LaSalle Bank National Association as Trustee in whose name the above and foregoing instrument is executed appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of June, 2003.



*Matthew Carroll*  
Notary Public

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## EXHIBIT A

LOTS 1 AND 2 IN BLOCK 22 IN THE CHICAGO LAND INVESTMENT COMPANY'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as  
2056 North Lawler Avenue  
Chicago, Illinois 60639-3136

PIN: 13-22-223-015-0000

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